

1 CS: 11/13/24  
2  
3  
4  
5  
6  
7  
8

00:15

NOTE: CHANGES MADE BY THE COURT

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

United States of America

Plaintiff,

vs.

Ibrahim Ameen AlHusseini

Defendant.

Case No. MJ24-6166

**ORDER GRANTING JOINT  
STIPULATION FOR  
MODIFICATION OF BOND  
ORDER [ECF NO. 24]**

*[Filed concurrently with Joint  
Stipulation for Modification of Bond  
Order; Declarations of Sureties]*

Trial Date: Not Set

Having reviewed the Revised Stipulation to Modify Bond Conditions of Plaintiff United States of America and Defendant Ibrahim Ameen AlHusseini (collectively, the “Parties”), and finding good cause therefore, the Court hereby ORDERS as follows:

1. On October 21, 2024, the Court set conditions of release and an appearance bond for Defendant Alhusseini. (Dkt. 15.)

2. Since the original bond was set, the Parties have met and conferred and reached agreement upon a few modifications to the sureties, the properties, and the amounts as follows: The total Appearance Bond amount shall be \$3,025,000, consisting of seven (7) affidavits of surety without justification in the total amount of \$1,050,000, and affidavits of surety with justification and full deeding of four (4) properties in the total amount of \$1,975,000, as set forth in the tables below.

| <b>Revised Affidavits of Surety without justification</b> |                       |                    |
|---|-----------------------|--------------------|
| <b>No.</b>  | <b>Name of Surety</b> | <b>Amount</b>      |
| 1   | Harold Erdman         | \$100,000          |
| 2   | JoDene Evans          | \$100,000          |
| 3   | Kamal el-Wattar       | \$100,000          |
| 4   | Lekha Singh           | \$300,000          |
| 5   | Rostam Zafari         | \$100,000          |
| 6   | Taryn Southern        | \$100,000          |
| 7   | Winifred Nichols      | \$250,000          |
| <b>Total</b>  |                       | <b>\$1,050,000</b> |

| <b>Revised Affidavits of Surety with justification and full deeding of property</b> |                                      |   |           |
|---|--------------------------------------|---|-----------|
| <b>No.</b>  | <b>Name of Surety</b>                | <b>Amount</b>   |           |
| 1   | Lekha Singh                          | 89060 Old Mohawk Road, Springfield, OR 97478 (“the Springfield, OR Property”) | \$425,000 |
| 2   | Julie Preger                         | 1672 Sandy Lily Dr., Golden, CO 80401 (“the Golden, CO Property”)             | \$125,000 |
| 3   | On behalf of LIB, LLC (Melony Lewis) | 1001 Cooper Ave., Unit 5, Aspen, CO 81611 (“the Aspen, CO Property”)          | \$800,000 |

|   |   |              |  |             |
|---|---|--------------|--|-------------|
| 1 | 4 | JoDene Evans | 757 Palms Boulevard, Venice, CA 90291<br>("the Venice, CA Property") | \$625,000   |
| 2 |   | <b>Total</b> |  | \$1,975,000 |

3. Denmark West will no longer act as a surety and is relieved of any such  
4 obligations.

6. Nathalie Molina Niño will no longer act as a surety and is relieved of any  
7 such obligations.

8. The Stipulation to Modify Bond (Dkt. 21 and related filings Dkts. 21.01-  
9 21.20) are stricken to correct the deficiencies identified by this Court (Dkt. 22).

10. Defendant AlHusseini shall be released into the custody of Probation and  
11 Pretrial Services only for the placement of the location monitoring device upon the  
12 satisfaction of the following conditions:

- 13 (a) Defendant shall submit executed affidavits of surety without  
14 justification as set forth in the above-referenced table, approved by the  
15 government, in the total amount of \$1,050,000;
- 16 (b) Defendant shall submit a Declaration re Passport and other travel  
17 documents; and
- 18 (c) Defendant shall surrender all passports and travel documents to  
19 Probation and Pretrial Services.

20. Defendant shall file a declaration regarding the surrender of all firearms  
21 to a responsible third party, who agrees to maintain sole possession, custody, and  
22 control of such firearm(s) during the pendency of this case, or alternatively, a  
23 declaration regarding the disposal of all firearms no later than noon on November 15,  
24 2024.

25. Defendant shall submit and post executed affidavits of surety with  
26 justification and deeding of property, as set forth in the above-referenced table, in the  
27 total amount of \$1,975,000, no later than noon on November 26, 2024.

9. All other conditions of release, imposed on October 21, 2024, are to remain the same.

**IT IS SO ORDERED.**

Dated: November 13, 2024

---

*/s / Sagar*  
Honorable Alka Sagar  
United States Magistrate Judge

**\*See attached copy of modified bond.**

## UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Case Name: United States of America v. Ibrahim Ameen Alhusseini

Case No. MJ24-06166

 Defendant  Material WitnessViolation of Title and Section: 15:78j(b), 78ff, 17 C.F.R. 240.10b-5 Summons  Out of District  UNDER SEAL  Modified Date: 11/13/2024

Check only one of the five numbered boxes below and any appropriate lettered box (unless one bond is to be replaced by another):

1.  Personal Recognizance (Signature Only)

2.  Unsecured Appearance Bond  
\$ \_\_\_\_\_

3.  Appearance Bond  
\$ 3,025,000

(a)  Cash Deposit (Amount or %) (Form CR-7)  
\_\_\_\_\_

(b)  Affidavit of Surety Without  
Justification (Form CR-4) Signed by:  
1.) Harold Erdman \$100,000  
2.) JoDene Evans \$100,000  
3.) Kamal el-Wattar \$100,000  
4.) Lekha Singh \$300,000  
5.) Rostam Zafari \$100,000  
6.) Taryn Southern \$100,000  
7.) Winifred Nichols \$250,000  
CR-4's total: \$1,050,000

(c)  Affidavit of Surety With Justification  
(Form CR-3) Signed by:

\*See "Other Conditions" section

Properties total: \$1,975,000

 With Full Deeding of Property:

\*See "Other Conditions" section

4.  Collateral Bond in the Amount of (Cash  
or Negotiable Securities):  
\$ \_\_\_\_\_5.  Corporate Surety Bond in the Amount of:  
\$ \_\_\_\_\_

Release Date: \_\_\_\_\_

 Released by:

/

(Judge / Clerk's Initials)

 Release to U.S. Probation

and Pretrial Services ONLY

 Forthwith Release

CR-3s

 All Conditions of Bond  
(Except Clearing Warrants  
Condition) Must be Met  
and Posted by:11/26/24 at 12:00 p.m. Third-Party Custody  
Affidavit (Form CR-31) Bail Fixed by Court:

AS \_\_\_\_\_ / af

(Judge / Clerk's Initials)

**\*Defendant to be released upon the  
posting of the CR-4's**

## PRECONDITIONS TO RELEASE

The government has requested a Nebbia hearing under 18 U.S.C. § 3142(g)(4).

The Court has ordered a Nebbia hearing under § 3142 (g)(4).

The Nebbia hearing is set for \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.

## ADDITIONAL CONDITIONS OF RELEASE

In addition to the GENERAL CONDITIONS of RELEASE, the following conditions of release are imposed upon you:

Submit to United States Probation and Pretrial Services supervision as directed by Supervising Agency.

Surrender all passports and travel documents to Supervising Agency no later than DATE OF RELEASE, sign a Declaration re Passport and Other Travel Documents (Form CR-37), and do not apply for a passport or other travel document during the pendency of this case.

Travel is restricted to Central District of California unless prior permission is granted by Supervising Agency to travel to a specific other location. Court permission is required for international travel as well as for any domestic travel if the defendant is in a Location Monitoring Program or as otherwise provided for below.

Reside as approved by Supervising Agency and do not relocate without prior permission from Supervising Agency.

Defendant's Initials: 1AKDate: 11/13/24

Page 6 of 10 Page ID  
Case No. MI21-06166

Defendant  Material Witness

Maintain or actively seek employment unless excused by Supervising Agency for schooling, training, or other reasons approved by Supervising Agency. Verification to be provided to Supervising Agency.  Employment to be approved by Supervising Agency.

Avoid all contact, directly or indirectly (including by any electronic means), with any known victim or witness in the subject investigation or prosecution,  including but not limited to \*See "Other Conditions" section  
;  except for \_\_\_\_\_

Avoid all contact, directly or indirectly (including by any electronic means), with any known codefendants except in the presence of counsel. Notwithstanding this provision, you may have contact with the following codefendants without your counsel present:

Do not possess any firearms, ammunition, destructive devices, or other dangerous weapons.  Surrender any such item as directed by Supervising Agency by DATE OF RELEASE and provide proof to Supervising Agency.  In order to determine compliance, you agree to submit to a search of your person and property by Supervising Agency, which may be in conjunction with law enforcement.

Do not use or possess any identification, mail matter, access device (including, but not limited to, credit and debit cards), or any identification-related material other than in your own legal or true name without prior permission from Supervising Agency.  
 In order to determine compliance, you agree to submit to a search of your person and property by Supervising Agency, which may be in conjunction with law enforcement.

Do not engage in telemarketing.

Do not sell, transfer, or give away any asset valued at \$ 5,000 or more without notifying and obtaining permission from the Court, except \*See "Other Conditions" section

Do not engage in tax preparation for others.

Do not use alcohol.  Submit to alcohol testing. If directed to do so, participate in outpatient treatment as approved by Supervising Agency. Testing may include any form of prohibited-substance screening or testing. You must pay all or part of the costs for testing based upon your ability to pay as determined by Supervising Agency.

Do not use or possess illegal drugs or state-authorized marijuana.  Submit to drug testing. Testing may include any form of prohibited-substance screening or testing. You must pay all or part of the costs for testing based upon your ability to pay as determined by Supervising Agency. If directed to do so, participate in outpatient treatment as approved by Supervising Agency.  
 In order to determine compliance, you agree to submit to a search of your person and property by Supervising Agency, which may be in conjunction with law enforcement.

Do not use for purposes of intoxication any controlled substance analogue as defined by federal law or any street, synthetic, or designer psychoactive substance capable of impairing mental or physical functioning more than minimally, except as prescribed by a medical doctor.

Participate in residential substance abuse treatment as directed by Supervising Agency. You must pay all or part of the costs of treatment based upon your ability to pay as determined by Supervising Agency.  **Release to Supervising Agency only.**

Participate in mental health treatment, which may include evaluation, counseling, or treatment as directed by Supervising Agency. You must pay all or part of the costs based upon your ability to pay as determined by Supervising Agency.

**Defendant's Initials:**

184

Date:

11/13/24

Defendant  Material Witness

Participate in the Location Monitoring Program marked below and abide by all of the requirements of the program and any indicated restrictions, under the direction of the Supervising Agency. You must pay all or part of the costs of the program based upon your ability to pay as determined by the Supervising Agency. You are financially responsible for any lost or damaged equipment.

### 1. Location Monitoring Restrictions (Select One)

Location Monitoring only - no residential restrictions

Curfew: Curfew requires you to remain at home during set time periods. (Select One)

As directed by Supervising Agency; or

You are restricted to your residence every day from \_\_\_\_\_ to \_\_\_\_\_

Home Detention: Home detention requires you to remain at home at all times except for employment, education, religious services, medical needs or treatment, attorney visits, court appearances and obligations, essential needs, and \_\_\_\_\_, all of which must be preapproved by the Supervising Agency.

Home Incarceration: Home Incarceration requires you to be at home 24 hours a day except for medical needs or treatment, attorney visits, court appearances or obligations, and \_\_\_\_\_, all of which must be preapproved by Supervising Agency.

### 2. Location Monitoring Technology (Select One)

Location Monitoring technology at the discretion of the Supervising Agency. (If checked, skip to 3)

Location Monitoring with an ankle monitor (Select one below)

at the discretion of the Supervising Agency or

Radio Frequency (RF) or

Global Positioning System (GPS)

or

Location Monitoring without an ankle monitor (Select one below)

at the discretion of the Supervising Agency or

Virtual/Biometric (smartphone required to participate) or

Voice Recognition (landline required to participate)

### 3. Location Monitoring Release Instructions (Select One)

Release to Supervising Agency only or  Enroll in the location monitoring program within 24 hours of release.

You are placed in the third-party custody (Form CR-31) of \_\_\_\_\_.

Clear outstanding  warrants or  DMV and traffic violations and provide proof to Supervising Agency within \_\_\_\_\_ days of release from custody.

Defendant's Initials:

1PA

Date:

11/13/24

Defendant  Material Witness

Possess and use only those digital devices, screen usernames, email accounts, social media accounts, messaging applications and cloud storage accounts, as well as any passwords or passcodes for all such digital devices and accounts, that you disclosed to Supervising Agency upon commencement of supervision. You must disclose any new devices, accounts, application, passwords, or passcodes to Supervising Agency prior to the first use. A digital device is any electronic system or device that can access, view, obtain, store, or transmit digital data.  In order to determine compliance, you agree to submit to a search of your person and property, including digital devices, by Supervising Agency, which may be in conjunction with law enforcement.

All digital devices will be subject to monitoring by Supervising Agency. You must comply with the rules and regulations of the Computer Monitoring Program and must pay the cost of the Computer Monitoring Program.

Do not use or possess more than one virtual currency wallet/account, and that one wallet/account must be used for all virtual currency transactions. Do not obtain or open a virtual currency wallet/account without prior approval of Supervising Agency. You must disclose all virtual currency wallets/accounts to Supervising Agency when supervision starts and must make them available to Supervising Agency upon request. You may use or possess only open public blockchain virtual currencies and are prohibited from using private blockchain virtual currencies unless prior approval is obtained from Supervising Agency.  In order to determine compliance, you agree to submit to a search of your person and property, including computer hardware and software, which may be in conjunction with law enforcement.

#### Cases Involving a Sex-Offense Allegation

Possess and use only those digital devices, screen usernames, email accounts, social media accounts, messaging applications and cloud storage accounts, as well as any passwords or passcodes for all such digital devices and accounts, that you disclosed to Supervising Agency upon commencement of supervision. You must disclose any new devices, accounts, application, passwords, or passcodes to Supervising Agency prior to the first use. A digital device is any electronic system or device that can access, view, obtain, store, or transmit visual depictions of sexually explicit conduct involving children.  In order to determine compliance, you agree to submit to a search of your person and property, including digital devices, by Supervising Agency, which may be in conjunction with law enforcement.

All digital devices will be subject to monitoring by Supervising Agency. You must comply with the rules and regulations of the Computer Monitoring Program and must pay the cost of the Computer Monitoring Program.

Do not associate or have verbal, written, telephonic, electronic, or any other communication with any person under the age of 18 except in the presence of the parent or legal guardian of the minor after you have notified the parent or legal guardian of the pending charges or convictions involving a sex offense and only as authorized by Supervising Agency

Do not enter or loiter within 100 feet of schoolyards, parks, public swimming pools, playgrounds, youth centers, video arcade facilities, amusement and theme parks, or other places frequented by persons under the age of 18 and only as authorized to do so by Supervising Agency.

Do not be employed by, affiliated with, own, control, or otherwise participate directly or indirectly in the operation of any daycare facility, school, or other organization dealing with the care, custody, or control of children under the age of 18.

Do not view or possess child pornography or child erotica, including but not limited to pictures, photographs, books, writings, drawings, or videos depicting or describing child pornography.  In order to determine compliance, you agree to submit to a search of your person and property, including computer hardware and software, by Supervising Agency, which may be in conjunction with law enforcement..

Defendant's Initials: IAKDate: 11/13/24

Defendant  Material Witness

Other conditions:

- Defendant is subject to all the General Conditions of Release, a copy of which defendant must request from Pretrial Services.
- Sureties are to be provided with a copy of the modified bond conditions, which will be provided by defense counsel.
- Avoid all contact, directly or indirectly (including by any electronic means) with Aspiration, including Joe Sanberg, Nate Redmon and any past or present employee or board member of Aspiration, and with any person that is directly involved in the charged conduct, including Riaz Karamali, except in the presence of counsel of record in this case.
- Surrender any such firearm to a responsible third party who agrees to maintain sole possession, custody and control of the firearm(s) during the pendency of this case and provide proof to Pretrial Services no later than 11/15/24 at noon.
- Do not sell, transfer, or give away any asset, or engage in any financial transaction valued at \$5,000 or more, directly or indirectly, without notifying and obtaining prior approval of Pretrial Services, with the exception of payments of legal fees and costs, tax preparation fees, tax payments, utilities, rent, and other loans. Defendant also shall not sell, transfer, or give away a total of more than \$30,000 per month without notifying and obtaining prior approval of Pretrial Services.

Affidavits of Surety with Justification and Deeding of Property to be signed by the following individuals for the following amounts and properties:

- 1.) 89060 Old Mohawk Road, Springfield, OR 97478 signed by Lekha Singh for \$425,000
- 2.) 1672 Sandy Lily Dr., Golden, CO 80401 signed by Julie Preger for the amount of \$125,000
- 3.) 1001 Cooper Ave., Unit 5, Aspen, CA 81611 signed by LIB, LLC (Melony Lewis) for the amount of \$800,000
- 4.) 757 Palms Boulevard, Venice, CA 90291 signed by JoDene Evans in the amount of \$625,000

### GENERAL CONDITIONS OF RELEASE

I will appear in person in accordance with any and all directions and orders relating to my appearance in the above entitled matter as may be given or issued by the Court or any judicial officer thereof, in that Court or before any Magistrate Judge thereof, or in any other United States District Court to which I may be removed or to which the case may be transferred.

I will abide by any judgment entered in this matter by surrendering myself to serve any sentence imposed and will obey any order or direction in connection with such judgment as the Court may prescribe.

I will immediately inform United States Probation and Pretrial Services and my counsel of any change in my contact information, including my residence and telephone number, including cell phone number, so that I may be reached at all times.

I will not commit a federal, state, or local crime during the period of release. I will inform Supervising Agency of law enforcement contact within 72 hours of being arrested or questioned by a law enforcement officer.

I will not intimidate any witness, juror, or officer of the court or obstruct the criminal investigation in this case. Additionally, I will not tamper with, harass, or retaliate against any alleged witness, victim, or informant in this case. I understand that if I do so, I may be subject to further prosecution under the applicable statutes.

I will cooperate in the collection of a DNA sample under 42 U.S.C. § 14135a.

Defendant's Initials:

*IAA*

Date:

*11/13/24*

Defendant  Material Witness**ACKNOWLEDGMENT OF DEFENDANT/MATERIAL WITNESS**

As a condition of my release on this bond, pursuant to Title 18 of the United States Code, I have read or have had interpreted to me and understand the general conditions of release, the preconditions, and the additional conditions of release and agree to comply with all conditions of release imposed on me and to be bound by the provisions of Local Criminal Rule 46-6.

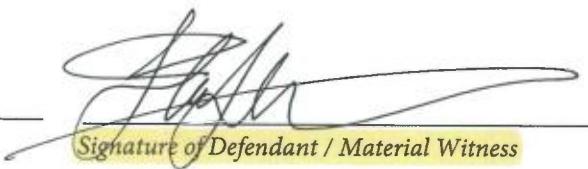
Furthermore, it is agreed and understood that this is a continuing bond (including any proceeding on appeal or review) which will continue in full force and effect until such time as duly exonerated.

I understand that violation of any of the general and/or additional conditions of release of this bond may result in a revocation of release, an order of detention, and a new prosecution for an additional offense which could result in a term of imprisonment and/or fine.

I further understand that if I fail to obey and perform any of the general and/or additional conditions of release of this bond, this bond may be forfeited to the United States of America. If said forfeiture is not set aside, judgment may be summarily entered in this Court against me and each surety, jointly and severally, for the bond amount, together with interest and costs. Execution of the judgment may be issued or payment secured as provided by the Federal Rules of Criminal Procedure and other laws of the United States, and any cash or real or personal property or the collateral previously posted in connection with this bond may be forfeited.

11/13/24

Date



Signature of Defendant / Material Witness

5303555533

Telephone Number

Los Angeles, CA

City and State (DO NOT INCLUDE ZIP CODE)

Check if interpreter is used: I have interpreted into the \_\_\_\_\_ language this entire form and have been told by the defendant that he or she understands all of it.

Interpreter's Signature

Date

Approved:

United States District Judge / Magistrate Judge

Date

If cash deposited: Receipt # \_\_\_\_\_ for \$ \_\_\_\_\_

(This bond may require surety agreements and affidavits pursuant to Local Criminal Rule 46.)

Defendant's Initials:

IAADate: 11/13/24